

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D03-0607-PL-027784

STATE OF INDIANA,)
)
 Plaintiff,)
)
 v.)
)
CONSUMER CREDIT COUNSELING)
OF AMERICA, INC.)
)
 Defendant.)

FILED
SEP 11 2006
Debra L. Hunter
CLERK OF THE
MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Defendant was duly served with process more than twenty-three (23) days before Plaintiff filed its Motion for Default Judgment.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of Plaintiff, State of Indiana, and against Defendant, Consumer Credit Counseling of America, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),
from:

a. In the course of performing services as a credit services organization,
failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars
(\$25,000.00) as required by Indiana Code § 24-5-15-8(a) prior to doing business as a
credit services organization;

b. in the course of performing services as a credit services organization,
charging or receiving money or other valuable consideration before the complete
performance of services on behalf of a consumer, unless the Defendant has obtained a
surety bond issued by a surety company admitted to do business in Indiana or established
an irrevocable letter of credit under Indiana Code §24-5-15-8;

c. in the course of performing services as a credit services organization,
failing to execute a written contract with the consumer;

d. in the course of performing services as a credit services organization,
failing to provide the consumer with a written statement containing each of the provisions
required by Indiana Code § 25-5-15-6 prior to executing a contract or receiving valuable
consideration;

d. in the course of performing services as a credit services organization,
failing to include in contracts with consumers the statement required by Indiana Code §
24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Indiana
Code § 24-5-15-7(b);

e. representing expressly or by implication that a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or should reasonably know it does not have.

2. Pursuant to Ind. Code §24-5-0.5-4(d), Defendant's unlawful contracts with consumers, including by not limited to Carole Cummings and James and Michelle Rethmeyer, are cancelled.

3. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendant shall pay costs in the amount of Eight Hundred Twenty Dollars (\$820.00) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

4. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of Sixty-Five Thousand Dollars (\$65,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

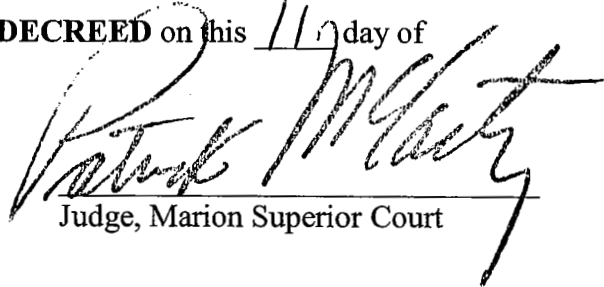
5. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

6. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendant shall pay consumer restitution on behalf of Carole Cummings in the amount of One Hundred Ninety-Eight Dollars (\$198.00).

7. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendant shall pay consumer restitution on behalf of James and Michelle Rethmeyer in the amount of One Thousand One Hundred Thirty-Three Dollars (\$1,133.00).

For a total monetary judgment in the amount of Seventy-Three Thousand Six Hundred Fifty-One Dollars (\$73,651.00).

ALL ORDERED, ADJUDGED AND DECREED on this 11th day of Sept, 2006.


Judge, Marion Superior Court

DISTRIBUTION:

Consumer Credit Counseling of America, Inc.
1221 South Beach Street, # 2041
Daytona Beach, Florida 32114

Matt Light
Deputy Attorney General
Office of the Attorney General
Indiana Government Center South
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

328796_1

328796_1

328796_1

328796_1